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Counsel for Delta Tooling Co.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	Case No. 09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**OBJECTION OF DELTA TOOLING CO. TO SECOND NOTICE OF (I) DEBTORS'  
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS,  
UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY  
AND (II) CURE AMOUNTS RELATED THERETO**

Delta Tooling Co., and certain of its affiliates and subsidiaries, including without limitation, Delta Engineered Plastics, LLC, (collectively, "The Delta Parties"), creditors and parties-in-interest in this case object, on a limited basis, to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto (the "Second Assumption Notice") served upon by the above captioned debtors and debtors-in-possession (collectively, the "Debtors") pursuant to the Court's Bidding Procedures Order (Docket No. 274). In support of the objection, The Delta Parties state:

1. The Debtors purportedly mailed an initial assumption notice to The Delta Parties on June 5, 2009 (the "Initial Assumption Notice"). The Delta Parties did not receive the Initial Assumption Notice until June 8, 2009.

2. On June 16, 2009, The Delta Parties filed an objection to the Initial Assumption Notice based on an incorrect Cure Amount<sup>1</sup> (Docket # 1638).

3. The Debtors purportedly mailed a Second Assumption Notice to The Delta Parties on June 15, 2009 under the name Delta Engineered Plastics, LLC.

4. The Debtors are parties to executory contracts with The Delta Parties.

5. The Debtors have proposed assuming and assigning certain of The Delta Parties' executory contracts (the "Designated Contracts"). The number of and amounts owed on these Designated contracts were revised and altered in the Second Assumption Notice.

6. The information on the Debtors' contract notice website made accessible by the Second Assumption notice still fails to include all amounts due under the Designated Contracts listed, and contains other errors and omissions.

7. The Delta Parties do not oppose the Debtors' assumption and assignment of The Delta Parties' contracts *per se*. The Delta Parties file this objection to the Second Assumption Notice as a precautionary measure in order to preserve its rights to receive payment of the full Cure Amount owed as a condition of any assumption and assignment.

8. The Delta Parties object, on a limited basis, to the Second Assumption Notice to the extent that the Cure Amount identified by the Debtors is still inaccurate. The Delta Parties assert the true Cure Amount to be at least \$170,255.79 , as evidenced by the spreadsheet attached as **Exhibit A**.

9. The Delta Parties also object to the extent that the Second Assumption Notice would allow payment of less than 100% of pre-petition and post-petition obligations owed by Debtors to The Delta Parties, as is required by § 365 of the Bankruptcy Code. *In re Burger Boys*, 94 F.3d 755, 763 (2<sup>nd</sup> Cir. 1996).

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<sup>1</sup> Capitalized terms not defined herein have the meaning assigned to them in the Second Assumption Notice.

10. The Delta Parties reserve any and all rights arising from or associated with the Designated Contracts.

11. Because the authority upon which The Delta Parties rely is incorporated into this objection, The Delta Parties respectfully request that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law contained in Local Bankruptcy Rule 9013-1(a).

12. The Delta Parties reserve the right to amend this objection to include additional facts or arguments as may be determined by further investigation and also to raise such other and further objections to any proposed assumption and assignment or Cure Amounts with respect to The Delta Parties' Designated Contracts.

13. The Delta Parties have been in contact with representatives of the Debtors in an attempt to resolve their differences with respect to the Cure Amounts owed. The Delta Parties are working toward an amicable resolution of the dispute without judicial intervention and are hopeful that agreement can be reached between the parties in the coming days.

WHEREFORE, The Delta Parties respectfully request that the Court enter an order (a) sustaining this objection in its entirety, (b) reserving its rights in connection with any Designated Contracts or Cure Amounts listed and (c) providing The Delta Parties with such other and further relief as is appropriate.

Respectfully submitted,

**KERR, RUSSELL AND WEBER, PLC**

By: /s/ P. Warren Hunt

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Dated: June 25, 2009

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 25, 2009, I electronically filed the foregoing Objection to the Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts Related Thereto, Exhibit A and this Certificate of Service with the Clerk of the Court using the ECF system which will send notification of such filing to all ECF participants. A copy of this document was also served on the following parties on June 25, 2009 via Federal Express mail:

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Mailcode 480-206-114  
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Warren, MI 48090

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New York, New York 10004  
Attn: Diana G. Adams, Esq.

Chambers Copy  
Hon. Robert E. Gerber  
United States Bankruptcy Court  
Southern District of New York  
One Bowling Green, Room 621  
New York, New York 10004-1408

/s/ P. Warren Hunt  
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Dated: June 25, 2009